

Amanda Katzenstein, Esq. (VBN #82273)
POLSINELLI LLP
Three Embarcadero Center, Suite 1350
San Francisco, CA 94111
(415) 248-2100

*Counsel for certain Lender Trusts and their
Special Servicer, KeyBank National Association*

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

In re:) Chapter 11
CIRCUIT CITY STORES, INC., et al.,) Case No. 08-35653-KRH
Debtors.) Jointly Administered

**SUPPLEMENTAL AFFIDAVIT OF ROBERT RECORD IN RESPONSE
TO NOTICE OF SUBSTANTIVE HEARING -- DOCKET NO. 13959**

STATE OF TEXAS)
)ss.
COUNTY OF DALLAS)

ROBERT RECORDS, being duly sworn, deposes and states:

1. I am a Vice President, Special Servicing, for KeyBank National Association (“KeyBank”), acting as special servicer for U.S. Bank National Association, as trustee for the registered holders of GMAC Commercial Mortgage Securities, Inc., Mortgage Pass-Through Certificates, Series 1998-C2 (“Lender Trust”). KeyBank is successor to Capmark Finance, Inc. as the special servicer for the Lender Trust. I am the person at KeyBank personally responsible for administering the loan (the “Loan”) secured in part by the real property located in Springfield, Missouri (the “Property”) previously leased to Debtor and that is at issue in Claim No. 9724 (the “Claim”) in this matter.

2. I am familiar with the loan file for the Loan and the contents thereof, including the loan documents evidencing the Loan. KeyBank, and Lender Trust’s previous servicers,

maintained the loan file for the Loan and copies of the loan documents within the loan file, including the loan documents attached hereto as Exhibits 1-3, in the regular course of their businesses. I am familiar with the record keeping system of KeyBank and at Lender Trust's previous servicers for maintaining the loan file for the Loan.

3. The Loan was made by First Security Bank, National Association, as Pass-Through Trustee under Pass-Through Trustee Agreement dated November 27, 1996 ("Original Lender") to WEC 96D Springfield-1 Investment Trust ("Initial Borrower"). WEC 96D Springfield Investment Trust and WEC 96D Springfield-2 Investment Trust (collectively, "Landlord") acquired the Property from Initial Borrower and assumed Initial Borrower's obligations under the Loan and the associated loan documents pursuant to an Assignment and Assumption Agreement dated November 27, 1996. The Loan and all loan documents relating to or evidencing same were assigned to Lender Trust.

4. The Loan was evidenced by a Promissory Note (the "Note") dated November 27, 1996 and secured by, among other things, a Deed of Trust, Security Agreement and Financing Statement (as amended, the "Deed of Trust") giving Lender Trust a first priority security interest in the Property and an Assignment of Leases and Rents (the "ALR") assigning, among other things, all rents flowing from the Property to Lender Trust. True and correct copies of the Note, the Deed of Trust, and the ALR are attached hereto as Exhibits 1, 2, and 3 respectively.

5. Pursuant to the loan documents, including without limitation Section 15 of the Deed of Trust and Sections 4.7 and 4.8 of the ALR, Landlord assigned all right, title, and interest it had relating to the Circuit City Stores, Inc. lease at issue in the Claim and the rents flowing therefrom to Lender Trust.

6. The Loan File reflects that, after Lender Trust foreclosed on the Deed of Trust, counsel for Landlord informed counsel for the Lender Trust that Borrower did not intend to pursue its competing claim (Claim No. 12572) in this matter. Said claim has since been expunged by the Court as duplicative of Lender Trust's Claim.

7. Lender Trust is the proper holder of, and payee under, the Claim.

FURTHER AFFIANT SAYETH NOUGHT



Robert Records
Vice President, Special Servicing
KeyBank National Association

SWORN TO, SUBSCRIBED and ACKNOWLEDGED before me this 7th day of December, 2016, by Robert Records. He is personally known to me, and has acknowledged before me that he executed the foregoing as his free act and deed.

Notary Public

Printed Name: Dona Marcia Safran
My Commission Expires: 4/13/2019
State of Texas

